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10
 11 UNITED STATES DISTRICT COURT
 12 FOR THE NORTHERN DISTRICT OF CALIFORNIA

13	JUAN J. YEPEZ,)	Case No. 11-CV-01534 PSG
14	Plaintiff,)	
15	vs.)	STIPULATION TO DISMISS WITH
16	WARREN HENRY KNOX dba KNOX)	PREJUDICE; COURT TO RETAIN
17	ROOFING and FOREVER FIREWOOD,)	JURISDICTION AND TO ENFORCE
18	INC.)	PAYMENT AGREEMENT and
19	Defendants.)	ORDER
20)	Action Filed: March 30, 2011
21)	Trial Date: Not Set

22 THE PARTIES THROUGH THEIR ATTORNEYS OF RECORD HEREBY STIPULATE
 23 AS FOLLOWS:

- 24 1. The matter has fully settled. The parties have executed
- 25 a written settlement agreement settling all claims made
- 26 in the Complaint.
- 27 2. The parties stipulate that this matter be dismissed with
- 28 prejudice.
3. The terms of the settlement agreement call for all
- payments to be made by December 20, 2011, to pay all

Stipulation and Order to
 Dismiss with Prejudice

1 consideration for the settlement.

2 4. The parties request that the Court retain jurisdiction
3 until January 8, 2012 in the event the payment is not
4 made.

5 IT IS SO STIPULATED

6 FOR PLAINTIFF

DAL BON & MARGAIN

8 DATED: September 6, 2011

By: 

Thomas E. Margain

10 FOR DEFENDANTS

DAWSON, PASSAFUIME, BOWDEN &
MARTINEZ

12 DATED: September 6, 2011

By: 

Phillip A. Passafuime

ORDER

Based on the stipulation of counsel and good cause shown, this matter is dismissed with prejudice. All deadlines are hereby terminated. The parties have reached a settlement. The Court retains jurisdiction to enforce the terms of the payment provision of the settlement until January 8, 2012. At that time, the Court directs the clerk to close the file. This Order is without waiving the ability of any party to move to enforce other provisions of the settlement agreement if there is a breach by separate legal proceedings.

IT IS SO ORDERED.

DATED: 9/14/2011

By: Paul S. Grewal
PAUL S. GREWAL
United States Magistrate Judge